

Exhibit A

This case has been designated as an eFiling case. To review a copy of the Notice of Mandatory eFiling visit www.oakgov.com/clerkrod/efiling.

STATE OF MICHIGAN
IN THE 6th JUDICIAL CIRCUIT COURT

FANUC AMERICA CORPORATION,
A Delaware Corporation,

2014-140226-PD
JUDGE COLLEEN OBRIEN

Plaintiff,

Case No: 14 - - PD
Hon.

v.

ADVENOVATION, INC., a MI Corporation;
FREE-STATE BORING, INC., a MI Corporation;
ORRI CORP., a MI Corporation;
STERLING COMMERCIAL CREDIT-MICHIGAN, LLC, a MI LLC; and
DALLAS INTERNATIONAL, LLC, a MI LLC,

Defendants.

Steven C. Lynch P70211
Muller, Muller, Richmond, Harms & Myers, PC
33233 Woodward Avenue
Birmingham, MI 48009
248-645-2440
248-645-5478 (fax)
slynch@mullerfirm.com

There is no other pending or resolved civil action arising out
of the transaction or occurrence alleged in the complaint

COMPLAINT

NOW COMES PLAINTIFF, FANUC America Corporation ("FANUC"), by and through its attorneys, Muller, Muller, Richmond, Harms & Myers, PC, by Steven C. Lynch, and for its Complaint states the following:

PARTIES, JURISDICTION, & VENUE

1. Plaintiff FANUC is a foreign profit corporation authorized to conduct business in the State of Michigan. It conducts business in Rochester Hills, MI.
2. Defendant Advenovation, Inc. ("Advenovation") is a domestic profit corporation with its registered office in Brighton, MI and principal place of business in Rochester Hills, MI.
3. Defendant Free-State Boring, Inc. is a domestic profit corporation with its registered office in Eaton Rapids, MI and a place of business in Waterford, MI.

4. Defendant Orri Corp. is a domestic profit corporation with its registered office and principal place of business in Waterford, MI.
5. Defendant Sterling Commercial Credit-Michigan, LLC is a domestic limited liability company with its registered office and principal place of business in Brighton, MI.
6. Defendant Dallas International, LLC is a domestic limited liability company with its registered office and principal place of business in Brighton, MI.
7. The subject matter of this lawsuit arose in Oakland County, Michigan.
8. This court has jurisdiction over this matter as the amount in controversy exceeds \$25,000, and Plaintiff seeks injunctive and equitable relief.

GENERAL ALLEGATIONS

9. Plaintiff incorporates by references paragraphs 1 - 8 as if fully stated herein.
10. On or about July 30, 2012 FANUC and Defendant Advenovation entered into an agreement for future purchases of FANUC Robotics. **(Exhibit 1).**
11. Pursuant to the agreement, FANUC holds a continuing purchase money security interest in any and all goods sold to Defendant.
12. A UCC Financing Statement was filed by FANUC on November 15, 2012. **(Exhibit 2).**
13. On or about August 1, 2013 FANUC sold an M-410iB/160 Four Axis Robot, Integrated A-Cabinet R-30iB Controller, along with software and accompanying tools (hereafter collectively referred to as the "Robot") to Defendant Advenovation for the price of \$72,242. The terms of the sale and description of goods sold are accurately described in the attached Purchase Order and Invoice. **(Exhibit 3).**
14. The Robot has been delivered to Defendant Advenovation and is no longer in possession of Plaintiff.
15. Defendant Advenovation has failed to pay for the Robot pursuant to the terms of the Plaintiff's Invoice.
16. FANUC's security interest in the Robot has been perfected.
17. Upon information and belief, Defendant Free-State Boring, Inc. currently has possession of the Robot at its warehouse in Waterford, MI. Defendant Free-State Boring, Inc. is named as a Defendant in this action for the sole reason that it does or may claim a security interest in the Robot.

18. Upon information and belief, Defendant Orri Corp. has performed modifications to the Robot. Defendant Orri Corp. is named as a Defendant in this action for the sole reason that it does or may claim a security interest in the Robot.
19. Upon information and belief, Defendant Dallas International, LLC has been assigned a security interest originally taken by Defendant Sterling Commercial Credit-Michigan, LLC over Defendant Advenovation. Defendants Dallas International, LLC and Defendant Sterling Commercial Credit-Michigan, LLC are named as Defendants in this action for the sole reason that they do or may claim a security interest in the Robot.

COUNT I – CLAIM & DELIVERY AS TO ADVENOVATION, INC.

20. Plaintiff incorporates by references paragraphs 1 - 19 as if fully stated herein.
21. Pursuant to the attached Purchase Order and Invoice, Defendant Advenovation purchased a Robot from Plaintiff for the sum of \$76,242, to be paid by December 29, 2013. (See Exhibit 3).
22. The Plaintiff holds a perfected purchase money security interest in the above described Robot. (See Exhibit 1, 2).
23. Defendant Advenovation, Inc. has defaulted in its payment obligation under the Purchase Order and Invoice.
24. The property claimed is an independent piece of property...
25. Although many demands for payment have been made upon Defendant, the Defendant has refused to come forward with payment.
26. Plaintiff is currently owed the principal sum of \$76,242.
27. Plaintiff is lawfully entitled to possession of the following described property, to wit: M-410iB/160 Four Axis Robot, Integrated A-Cabinet R-30iB Controller, along with software and accompanying tools, and more fully described in Exhibit 3.
28. Despite Plaintiff's request, Defendant has refused to deliver the collateral to Plaintiff.
29. For the purpose of setting any bond, the property has an estimated value of \$70,000.
30. Upon information and belief, the property is not under custody of law by virtue of any warrant for the collection of a tax, fine, judgment or execution.

WHEREFORE, Plaintiff respectfully requests that this Court:

- 1) Find and declare that Defendant is in Default of the terms and Conditions of the Invoice;

- 2) Find and declare that Plaintiff has a superior interest to all Defendants in the Robot;
- 3) Allow Plaintiff to exercise its rights and remedies under the Uniform Commercial Code;
- 4) Enjoin all the Defendants from liquidating, destroying, concealing, moving, or disposing of the Robot;
- 5) Enter a judgment in favor of Plaintiff, granting immediate possession of the collateral; and
- 6) Award Plaintiff other further interim and final relief, including monetary damages, interest, incidental damages, court costs, and attorney fees.

COUNT II – BREACH OF CONTRACT AS TO ADVENOVATION

31. Plaintiff incorporates by references paragraphs 1 - 30 as if fully stated herein.
32. The Plaintiff and Defendant Advenovation entered into an agreement for the purchase of a Robot for the sum of \$76,242 to be paid by December 29, 2013. **(See Exhibit 3).**
33. Plaintiff has completed performance by delivering the Robot.
34. Defendant Advenovation has defaulted on its payment obligation to the Plaintiff.
35. Plaintiff has been damaged to the extent that the Defendant has failed to pay pursuant to the agreement.
36. There is presently due and owing, over and above all legal counterclaims and setoffs, the principal sum of \$76,242. **(See Exhibit 4).**

WHEREFORE, Plaintiff respectfully requests that this Court:

- 1) Enter a judgment in favor of Plaintiff, and against Defendant Advenovation in the amount of \$76,242; and
- 2) Award Plaintiff other further interim and final relief, including court costs and interest, incidental damages, and attorney fees

COUNT III –ACCOUNT STATED AS TO ADVENOVATION

37. Plaintiff incorporates by references paragraphs 1 - 36 as if fully stated herein.
38. There have been prior transactions between the Plaintiff and Defendant Advenovation which have established a debtor-creditor relationship.
39. Plaintiff sent invoices to Advenovation, who received and retained Plaintiff's invoice without objecting within a reasonable time. **(Exhibit 3).**

40. The mutual dealings which have occurred between two parties have been adjusted, settled, and a balance has been struck.
41. Advenovation has not paid the balance owed on the account, despite Plaintiff's demands for payment.
42. Advenovation is now justly indebted to Plaintiff in the amount of \$76,242.
43. An affidavit verifying the balance is attached and incorporated by reference. **(Exhibit 4).**

WHEREFORE, Plaintiff respectfully requests that this Court:

- 1) Enter a judgment in favor of Plaintiff, and against Defendant Advenovation in the amount of \$76,242; and
- 2) Award Plaintiff other further interim and final relief, including court costs and interest, incidental damages and attorney fees

Respectfully submitted,

**Muller, Muller, Richmond,
Harms & Myers, PC**

Dated: 4/16/2014

By: /s/ Steven C. Lynch
Steven C. Lynch P70211
Attorney for Plaintiff
33233 Woodward Avenue
Birmingham, MI 48009
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248-645-5478 fax
slynch@mullerfirm.com

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Exhibit 1



FANUC Robotics America Corporation
3900 West Hamlin Road
Rochester Hills, Michigan 48309-3253

Telephone: 1-800-47-ROBOT
Facsimile: 1-248-276-4496
www.fanucrobotics.com

NORTH AMERICAN DISTRIBUTION 2012 INTEGRATOR AGREEMENT - LEVEL I

THIS AGREEMENT is entered into by and between FANUC Robotics America Corporation, a Delaware corporation having an address at 3900 West Hamlin Road, Rochester Hills, Michigan 48309-3253, USA ("FANUC Robotics") and **Advenovation, Inc.**, a/an corporation having an address at, **Oakland University Technology Park, Shotwell Gustafson Pavilion Suite 128, Rochester Hills, MI 48309** ("Integrator").

FANUC Robotics and Integrator desire to set forth, through this Agreement, the terms and conditions applicable to the maintenance of Integrator as a FANUC Robotics **Level I Integrator**.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Term: This Agreement shall begin on the date signed by Integrator hereinbelow or upon Integrator's issuance of purchase orders to FANUC Robotics at the Discount set forth below, whichever occurs first, and shall end on December 31, 2012. FANUC Robotics may renew this Agreement for additional one (1) year terms upon written notification to Integrator.

Pricing: FANUC Robotics List Prices are subject to change and may be modified on an annual basis. Integrator will be informed of price modifications at least sixty (60) days in advance of any price change.

Discount: Effective on date of execution, Integrator will receive the following discounts from FANUC Robotics List Prices for all new robots and robot options with the exception of P-Series, arc welding robots and robots used in the application of waterjet cutting or non-metallic routing. The sale and purchase of the above mentioned robots and robots used in the above mentioned applications are outside the scope of this Agreement.

Item	Discount	Description/Clarification
Standard Robot & Options	25% Subject to caps for certain robot models	Based upon current list prices
Demonstration Robot	25% Subject to caps for certain robot models	150-day payment terms
Extended Warranty Packages	25%	Quoted price
Integrator/Internal Training	Free of Charge	Course schedules available on the FANUC Robotics cRc website "Integrator Portal." Classes are for Integrator personnel only.
New Parts, Refurbished Parts, Part Repair, Part Core Credits, Service and Standard "Customer" Training	See Attachments	All discounts for resale only, and shall not be transferable to end-user customers for direct purchase from FANUC Robotics.

Level I Criteria: In order to maintain Level I Integrator status, Integrator shall meet the following requirements during each term of this Agreement:

- Integrator intends to purchase and take delivery of a minimum of five (5) robots during each term of this Agreement;
- Perform minor retrofits, including software load, on all purchased robots;
- Complete on-line Product Warranty Registration Form for each robot purchased and resold within five (5) working days of shipment to the end-user customer;
- At least one employee must attend one of the Sales, Product, and Applications Awareness/Update Training Seminars held twice a year (typically Spring and Fall); and
- At least one employee must attend a minimum of one operations & programming class.

Level I Criteria (Continued)

However, It is FANUC Robotics' strong recommendation that the Level I Integrator meet the following training plan (this level of training has been proven to provide the adequate level of training to support the unit volume criteria):

- At least two employees should attend the Sales, Product, and Applications Awareness/Update Training Seminars held twice a year (typically Spring and Fall); and
- At least two employees should attend a minimum of one operations & programming class; and
- At least two employees should attend a minimum of one electrical maintenance & troubleshooting class; and
- At least one employee should attend a minimum of one mechanical maintenance & troubleshooting within the first 18 months of becoming an Integrator.

Demonstration Robots: Although not required as part of Level I criteria, a demonstration robot can be purchased with 150-day payment terms. Only one demonstration robot can be outstanding at any point in time.

Top-loader series robots may not be purchased with 150 day payment terms unless expressly approved in writing by FANUC Robotics' Finance Department.

Government Contracting and Export Sales: Integrator shall comply with any and all applicable laws and regulations, including without limitation U.S. Export Administration Regulations, in connection with the resale of products subject to this Agreement to government entities and also for shipment outside of the United States. Integrator agrees to indemnify and hold FANUC Robotics harmless from and against any and all claims, fines, penalties, awards, damages or liability in any manner arising from or related to Integrator's failure to comply with any and all such laws and regulations.

Payment Term: Integrator shall pay each FANUC Robotics invoice in full within 30 days of the invoice date, unless otherwise agreed. This payment term is conditioned upon a favorable credit evaluation and may be modified at any time if Integrator fails to pay its obligations as they come due, or, if in FANUC Robotics' discretion, the prospect of payment or performance of any obligation or indebtedness is impaired.

Security Interest: Integrator grants to FANUC Robotics a continuing purchase money security interest in any and all goods sold to Integrator by FANUC Robotics, whether any of the foregoing is now owned or hereafter acquired, and all accessions, additions, replacements and substitutions relating to the foregoing, and all proceeds, including without limitation, insurance and account proceeds relating to the foregoing, to secure the purchase price of such goods until fully paid. This Agreement constitutes a security agreement and Integrator hereby authorizes FANUC Robotics to file and record such UCC Financing Statements and related documents and notices with such persons and governmental offices as FANUC Robotics deems appropriate, desirable, or necessary to perfect, effectuate, complete, preserve and/or continue its purchase money security interest. Integrator hereby grants FANUC Robotics, its agents and employees, as Integrator's agent with full power, authority and right to file in the name and on behalf of Integrator such UCC Financing Statements.

Warranty: In addition to the warranty provisions in FANUC Robotics Integrator Standard Terms & Conditions of Sales, Schedule A, FANUC Robotics offers the following special warranty considerations for Integrators. FANUC Robotics warrants products sold to an Integrator to be free from defects in material and workmanship for 12 months from the delivery date from FANUC Robotics. Integrators can provide an additional 12 months warranty to their end-users, if they complete the required Product Registration Form. Product Warranty Registration is completed through the on-line Warranty Registration link, found on the Distribution Support Site, located on the cRc website. If this form is not completed, the total warranty period on the product is 12 months from the delivery date from FANUC Robotics.

Insurance: Integrator must maintain the following insurance coverages for the duration of this Agreement:

- Commercial auto liability with a limit of liability not less than \$1 million per occurrence combined single limit for bodily injury and property damage of \$3 million, including owned, non-owned and hired automobiles;
- Commercial general liability with a limit of liability not less than \$1 million per occurrence combined single limit, including coverage for operations, completed operations, products liability, of \$3 million;
- Workers' compensation with statutory limits and Employer's Liability coverage with limits of at least \$1 million;
- Umbrella or excess liability insurance with a limit of liability not less than \$3 million per occurrence.

Each of the coverages shown above shall be written on an occurrence basis and underwritten by insurers with a minimum rating of A- VII by A.M. Best.

Integrator shall provide FANUC Robotics with a certificate of insurance, annually upon Integrator's renewal term, evidencing the coverages shown above. Such certificate shall be submitted to: Geri Konon, FANUC Robotics America Corporation, 3900 West Hamlin Road, Rochester Hills, Michigan 48309-3253 USA and shall name FANUC Robotics as additional insured and loss payee for property.

Trademarks and Tradenames: Integrator may use FANUC Robotics' trademarks and tradenames during the term that this Agreement is in effect and only in connection with the advertising of Integrator's products. Integrator will not in any way alter, cover, or mask the "FANUC Robotics" logos affixed to FANUC Robotics products, nor will Integrator alter, cover or mask the color of the FANUC Robotics robot arms.

Inventions: FANUC Robotics acknowledges and agrees that any and all ideas, discoveries, concepts, and improvements related to Integrator's products or processes, whether patentable or not, made by Integrator during the performance of this Agreement shall be owned by Integrator and FANUC Robotics further agrees to cooperate with Integrator, at Integrator's expense, in the preparation, filing, and prosecution of patent applications relating thereto.

Termination: Either party may terminate this Agreement at any time, without cause, by providing the other party thirty (30) days written notice of termination. If this happens, each party agrees to complete the performance of any and all transactions entered into prior to the date of termination and in accordance with the terms and conditions of this Agreement. In the event a party defaults in the performance of any obligation imposed under this Agreement, the non-defaulting party shall have the right to terminate this Agreement immediately with or without notice of termination.

Notices: All notices required under this Agreement shall be in writing, shall be deemed effective when sent by certified mail, express courier, or regular mail to the individual signing this Agreement at the address specified on this Agreement.

Confidentiality: FANUC Robotics and Integrator are entering into a relationship, which may require FANUC Robotics to disclose to Integrator confidential and proprietary information of FANUC Robotics. As such, Integrator agrees all information provided to Integrator by FANUC Robotics, except that which is already available to the public or subsequently approved by FANUC Robotics for release, including, without limitation, this Agreement and all of its terms, any and all product pricing and discounts, financial data, legal documents, customer lists and other trade secret information or intellectual property whether relating to past, present or future products or developments, shall be treated by Integrator as the strictly confidential and proprietary information of FANUC Robotics, which shall not be disclosed by Integrator to any other individual or entity. Integrator will restrict dissemination of confidential information to only those individuals within Integrator's company that have a need to know such information and

Integrator will use the same degree of care as it uses to protect its own information of like importance.

In the course of the relationship, Integrator may also disclose to FANUC Robotics certain information that Integrator considers confidential. FANUC Robotics expressly wishes to receive only confidential information from Integrator that is necessary to accomplish the purposes of this Agreement, and Integrator agrees it will take reasonable steps to limit its disclosure of confidential information to only that information required to achieve the purposes of this Agreement. "Integrator's Confidential Information" will include information disclosed to FANUC Robotics by Integrator (a) that is marked "Confidential"; and/or (b) that is orally disclosed and identified as "Confidential" at the time of disclosure and clearly described in a writing designating the information as "Confidential" delivered to FANUC Robotics within thirty (30) calendar days following the initial disclosure.

Assignability: This Agreement may not be assigned, in whole or in part, by either party without obtaining prior written consent to such assignment from the non-assigning party.

Waiver: The failure of either party to enforce any provision of this Agreement shall in no way be construed as a waiver of that party's rights under such provision or any other provision of this Agreement.

Other Terms and Conditions: To the extent they are not in conflict with the terms and conditions in this Agreement, FANUC Robotics Integrator Standard Terms and Conditions of Sale apply to all transactions between Integrator and FANUC Robotics and are incorporated herein by reference. If there is a conflict between this Agreement and FANUC Robotics Integrator Standard Terms and Conditions of Sale, the terms and conditions of this Agreement shall control. The parties further agree that this Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party.

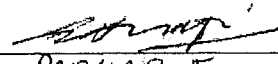
Entire Agreement: This Agreement constitutes the entire Agreement between Integrator and FANUC Robotics with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. From time to time, FANUC Robotics may amend this Agreement or the FANUC Robotics Integrator Standard Terms and Conditions of Sale, or any other schedule or attachment hereto. Such amendment shall become effective either immediately upon notice to the Integrator or upon such date specified by FANUC Robotics in the notice concerning the amendment.

Signature: The individual signing this Agreement warrants that he or she has the full power and authority to bind his or her company to the obligations set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date written below.

Advenovation, Inc.

FANUC Robotics America Corporation

By: 
Its: PRESIDENT
Date: JULY 30, 2012


Mick Estes, General Manager

July 20, 2012

Attachments: Schedule A
Distribution Non-Servicing Integrator Technical Service 2012 Price Sheet
Distribution Parts 2012
Distribution Training 2012 Price Sheet
Distribution Subscriptions 2012

FANUC Robotics'
Confidential Information

Page 4 of 8

July 20, 2012

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SCHEDULE A**FANUC ROBOTICS AMERICA CORPORATION.
STANDARD TERMS AND CONDITIONS OF SALE**

The following terms and conditions shall apply to any and all sales of goods and services by FANUC Robotics America Corporation. (hereinafter FANUC Robotics). Any suggested exceptions shall be submitted in writing and shall not be effective unless agreed to by FANUC Robotics in writing. Any attempt to substitute or add any additional or conflicting terms and conditions is hereby expressly rejected, and shall be of no force or effect. If there exists a conflict between these terms and conditions and a term or condition set forth in the body of the Agreement of which this is a part, the term or condition in the body of the Agreement will control.

Warranty

FANUC Robotics warrants to Integrator that all goods supplied hereunder, which are manufactured by either FANUC Robotics or FANUC CORPORATION, will be free from defect in material or workmanship for a period of one (1) year from the delivery date unless a different period is set forth in the Agreement in which these terms are incorporated. Should any defect appear during the warranty period, FANUC Robotics shall, if given prompt notice by Integrator, correct such nonconformity by, in FANUC Robotics' sole discretion, either (i) repair at the jobsite, or (ii) repair or replacement of the nonconforming goods F.O.B. FANUC Robotics' designated repair facility.

The foregoing warranties are subject to revocation in FANUC Robotics sole discretion in the event that Integrator (1) modifies the goods in any way without the express written consent of FANUC Robotics; (2) employs such goods in a manner that is not in accordance with FANUC Robotics' supplied instructions; or (3) damages the goods in any manner through any means.

The foregoing warranties also are subject to revocation or modification in FANUC Robotics' sole discretion in the event that Integrator uses or transfers the goods outside of the country from which they were sold without notice to and written consent from FANUC Robotics. In such event, FANUC Robotics may charge Integrator, at prevailing prices, for all travel, labor, and parts necessary to service such goods.

Repair parts are warranted by FANUC Robotics for a period of one (1) year from the date of delivery, provided, however, that repairs or replacements to original goods shall not renew or extend the warranty period of such goods. Replaced goods or parts become the property of FANUC Robotics. Goods supplied hereunder, which have been purchased by FANUC Robotics from manufacturers other than FANUC CORPORATION, shall have only the warranty offered by the manufacturer thereof, and FANUC Robotics disclaims any responsibility with respect to the performance of such goods. Service labor provided by FANUC Robotics is warranted by FANUC Robotics for a period of ninety (90) days from the date that the Field Service Report is executed.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY OR PERFORMANCE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Limit of Liability

EXCEPT AS PROVIDED IN THE SECTION ENTITLED "PATENT AND COPYRIGHT INDEMNITY", FANUC ROBOTICS SOLE AND EXCLUSIVE LIABILITY HEREUNDER SHALL BE TO REPAIR OR REPLACE GOODS OR PARTS THEREOF FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD. IN NO EVENT SHALL FANUC ROBOTICS BE LIABLE TO INTEGRATOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, OR OTHER DAMAGES TO INTEGRATOR OR ITS CUSTOMERS.

Inventions

Integrator acknowledges and agrees that any and all ideas, discoveries, concepts, and improvements, whether patentable or not, made to the FANUC Robotics deliverables during the performance of this Agreement shall be solely owned by FANUC Robotics. Integrator agrees to cooperate, at FANUC Robotics' expense, in the preparation, filing, and prosecution of patent applications relating to inventions conceived and/or reduced to practice as a result of FANUC Robotics' performance under this Agreement.

Patent and Copyright Indemnity

FANUC Robotics will indemnify and defend Integrator against a claim that the goods supplied hereunder infringe a United States patent or United States copyright; provided, however, that the obligation to defend and indemnify shall not extend to claims based upon processes incorporating or products manufactured through the use of such goods. FANUC Robotics will pay resulting costs, damages, and reasonable attorney's fees finally awarded as a result of such claim; provided that (1) Integrator notifies FANUC Robotics in writing within twenty (20) days of learning of the claim, (2) Integrator gives FANUC Robotics such information and assistance, at FANUC Robotics' expense, as FANUC Robotics may request for the defense, and (3) FANUC Robotics is given the sole control of the defense and all related settlement negotiations. Integrator acknowledges that in no event shall FANUC Robotics' liability to Integrator under this Patent and Copyright Indemnity section exceed the amount paid by Integrator to FANUC Robotics for any allegedly infringing goods.

Aside from its obligation to defend and indemnify, FANUC Robotics' sole liability to Integrator in connection with a claimed infringement shall be, at its option and expense, either to procure for Integrator the right to continue using the goods or to replace the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, Integrator agrees to return the goods on written request of FANUC Robotics, and FANUC Robotics shall refund Integrator's net book value of the goods and transportation costs thereof.

FANUC Robotics has no liability for any infringement claim based upon combination, operation or use of any goods supplied hereunder with goods not supplied by FANUC Robotics, or based upon alteration or modifications of any goods supplied hereunder.

The foregoing states the entire obligation of FANUC Robotics with respect to infringement of patents and copyrights. To the extent that the goods or any part thereof are supplied according to specifications and designs furnished by Integrator, Integrator agrees to indemnify FANUC Robotics in the manner and to the extent set forth above insofar as the terms thereof are appropriate.

Security Interest

Integrator grants to FANUC Robotics a continuing purchase money security interest in any and all goods sold to Integrator by FANUC Robotics to secure the purchase price of such goods until fully paid. Integrator agrees that acceptance of these terms and conditions constitutes a security agreement and hereby authorizes FANUC Robotics to file and record such UCC Financing Statements and related documents and notices with such persons and governmental offices as FANUC Robotics deems appropriate, desirable, or necessary to perfect, effectuate, complete, preserve and/or continue its purchase money security interest. Integrator hereby grants FANUC Robotics, its agents and employees, as Integrator's agent with full power, authority and right to execute and file in the name and on behalf of Integrator such UCC Financing Statements.

Cancellation

Upon cancellation of this order, Integrator shall pay to FANUC Robotics the following amounts: (1) the purchase order price for all goods and services which have been completed in accordance with this order and not previously paid for; (2) any and all costs (including legal fees and judgments) incurred by FANUC Robotics as a result of the cancellation of subcontracts related to this order; (3) a reasonable profit; and (4) on all robots, controllers and work in process, whether incorporated into a system or sold as an individual unit, FANUC Robotics' carrying costs on such FANUC Robotics'

equipment until resold, such amounts to be billed to Integrator on a monthly basis and to be payable immediately upon receipt of such billing. In lieu of the foregoing, and at FANUC Robotics' sole discretion, FANUC Robotics and Buyer may negotiate a single payment in settlement of Buyer's cancellation. This cancellation provision does not preclude FANUC Robotics from exercising any other remedies that it may have at law or in equity.

Cancellation (Continued)

Training Cancellation: Cancellation of a registration is done at no charge if FANUC Robotics is notified with a minimum of two weeks advance notice. Cancellation is subject to a fee equal to 100% of the course tuition if notice is received with less than two weeks advance notice. A training voucher will be issued upon cancellation that must be used within a period of six months of issue. Unused vouchers will not be subject to refund. The full fee will be charged for students who fail to attend the class without any advance notice.

Training Rescheduling: Rescheduling of a registration is done at no charge if FANUC Robotics is notified with a minimum of thirty (30) days notice. Rescheduling is subject to a fee equal to 10% of the course tuition if notice is received with less than 30 days advance notice, but more than two weeks advance notice. A 30% fee will be charged for notice of less than two weeks.

Force Majeure

Neither FANUC Robotics nor Integrator shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, act of government or insurrections, fires, floods, tornadoes, strikes (including labor trouble or other industrial disturbance), war, embargoes or blockades, legal restrictions, or power, communication, satellite or network failures.

Compliance with Laws

Integrator will comply with any and all laws and regulations applicable to the use, transportation, re-sale or export of the goods, services and/or technology provided by FANUC Robotics, and acknowledges that export or re-export of such items may require that Integrator obtain an export license from the appropriate authority. Integrator is further prohibited from using the goods, services and/or technology provided by FANUC Robotics for the development, production, use or stockpiling of weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons or missiles).

Choice of Law and Jurisdiction

These terms and conditions shall be construed according to the law of, and any dispute shall be decided in, the State of Michigan.

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Exhibit 2

Michigan Department of State - Uniform Commercial Code

Document Number:
2012160590-9Filing Date and Time:
11/15/2012 10:05:18 AM*(This document was
filed electronically.)*

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Geraldyn Konon	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FANUC Robotics America Corporation 3900 W. Hamlin Road Rochester Hills	

1a. ORGANIZATION'S NAME Advenovation, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
24. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION MI	2g. ORGANIZATION ID # (if any) 02338P
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
24. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATION ID # (if any)				
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME FANUC Robotics America Corporation				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 3900 W. Hamlin Road		CITY Rochester Hills	STATE MI	POSTAL CODE 48309
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

All inventory and equipment purchased by DEBTOR from SECURED PARTY including, without limitation, robot arms, controllers, spare parts, software and other related goods and materials, together with all accessions, additions, replacements and substitutions, whether or not now owned or hereafter acquired, together with all proceeds of the foregoing, including without limitation all cash, checks, drafts, accounts receivable, insurance proceeds received by DEBTOR in connection with any sale, lease exchange or disposition of the foregoing, whether or not commingled and traceable.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA mlr/ul							

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Exhibit 3

ADVENOVATION*Advancing Innovation***ADVENOVATION, Inc.**

www.advenovation.com

adil@advenovation.com

Tel +1 (734) 516 - 6761

Purchase Order

Number : PO_2013_May_01_FANUC_ipg_Columbia

Order For:	Bill To:	Ship To: Drop Ship
FANUC Robotics Attention : Thomas Sparks Phone : (248) 765 - 0375 Tom.Sparks@fanucrobotics.com	ADVENOVATION, Inc. Attention : Ms. Laurie Boccia Office Manager Phone : (248) 462 - 9392 Laurie.Boccia@advenovation.com	ADVENOVATION Inc. Attention : Ms. Laurie Boccia Office Manager Phone (248) 462 - 9392 Laurie.Boccia@advenovation.com
3900 West Hamlin Road Rochester Hills, MI 48309	3939 West Hamlin Road Rochester Hills, MI 48309 USA	3939 West Hamlin Road Rochester Hills, MI 48309 USA

ITEM	QTY	DESCRIPTION	PRICE
1	ONE	<p>FANUC Robot, Controller and Options for ipg Applications</p> <p>M-410iB/160 Four Axis Integrated A-Cab R-30iB</p> <p>M-410iB/160 robot with 160 kg Payload, Floor Mounted, 3.143m Reach with Integrated R-30iB A Size Controller and HandlingTool Software (Compliant with new ANSI/RIA R15.06-1999 Safety Requirements)</p> <p>Included as part of the standard mechanical unit:</p> <ul style="list-style-type: none"> • Forklift Pockets • J1 axis range selection (adjustable hardstop) • 10 meter switch box cable • 1 User air line with 1 inlet port at base and 1 outlet port at J4 • Built in 2D Camera connector at J4 • EE Connector at J4 with 8 inputs, 8 outputs, HBK, +24 VDC, 0VDC • AS Connector at J4 with 24 pins for user interface (24 VDC rated) • ISO Flange <p>NRTL Approved R-30i B A-Cabinet Controller with:</p> <ul style="list-style-type: none"> • 2 Slot Backplane • Main CPU Board with: <ul style="list-style-type: none"> o Multi-processor architecture (MAIN, COMM & PMC Processor) o MEMORY:64 Mb DRAM , 64 Mb FROM & 2 Mb SRAM o 6-axis Control PCB o 2 10BaseT Ethernet Ports o 1 iRVision Ethernet Camera Port o 1 iRVision Analog Camera Port o 2 Mini Slots (supports Devicenet, PROFIBUS, CC Link, Aux Axis, ARC Link, FL-net plug-in cards) o 1 Wide Mini Slot (supports PC104 or Line Tracking or Profinet plug-in card) 	\$76,242

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Tel +1 (734) 516 - 6761

		<ul style="list-style-type: none"> o 1 PCMCIA Memory Card Slot o 1 USB Port 2.0 (accessible from the controller door) o 1 Learning Vibration Control (LVC) & RS-232 Port • Controller Power Supply • 6 Channel Servo Amplifier • Power Transformer for 440 - 480 V AC • NRTL Circuit Breaker • RIA-compliant E-Stop unit • Hour Meter • 2 Safety Inputs & 2 Safety Outputs • Integrated Operator Panel (Includes: T1-Auto Mode Switch, ESTOP, Cycle Start & Fault RESET Push Buttons, Indicator Lights) • RIA-compliant Color i Pendant with Touch Panel & USB Port 2.0 • 10M Teach Pendant Cable 	
	<p>1</p> <p>3</p> <p>2</p>	<p>Model A I/O Part No A05B-2601-J130 Description 5-Slot Vertical Rack In A-Cab Details: This option includes an I/O Interface Module. Order this option only when there is no Aux or REGEN hardware inside the A-Cab Controller</p> <p>AID16D - 24V DC Input (16) PNP, 20 ms Part No A03B-0819-C104 Details: 24VDC x 16 Digital Input, Isolated True High, 20mS, Term., LED</p> <p>AOR16G - 250VAC/30VDC Relay Output (16) Part No A03B-0819-C161 Details: 250VAC/30VDC x 16 Digital Relay Output, 2.0A, Term., LED</p>	
	<p>1</p> <p>1</p>	<p>HandlingTool Motion Package Part No RTL-R809</p> <p>Details: This option package includes:</p> <ul style="list-style-type: none"> • Motion Interface • Constant Path • Singularity Avoidance • ADV-CP Speed Ctrl • ADV-CP Path Ctrl • Collision Guard <p>- ADV-CP Path Control Part No RTL-R806 Details: This option is used to control robot:</p> <ul style="list-style-type: none"> • Process Speed • Linear Distance • Corner Distance 	

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1	- ADV-CP Speed Control Part No RTL-R805 Details: This option is used maximize robot speed for an application.	
1	- Constant Path Part No RTL-R663 Details: Robot maintains constant motion path, regardless of velocity override.	
1	- Collision Guard Part No RTL-R534 Details: Collision Guard provides high speed collision detection on R-30iA FANUC Robots	
1	- Motion Interface Part No RTL-R583 Details: Motion Interface option is used for motion optimization including cycle time optimization, path optimization, small shape optimization, RV life optimization, and power consumption optimization. Motion Interface allows the robot to communicate with Motion PRO software on a PC. MotionPRO must be loaded on a PC and connected to the robot via Ethernet to collect robot data and optimize cycle time or robot path.	
1	- Singularity Avoidance Part No RTL-R792 Details: This option allows the robot to work around singularity points automatically. This option is recommended to prevent cable winding issues related to a robot moving through singularity points during linear motion.	
1	IRVision 2D Guidance IRVision Sony 2D Guidance (Part No IRVision-0010 B) Including:	
1	IRVision 2D Guidance Software Part No RTL-R685	
1	- Vision Label Set (Part No VO-1800-560)	
1	- Vision Calibration Grids (Part No VO-1800-023)	
1	- R-30iB IRVision eDoc CD (Part No MCROBIRVN06121E)	
1	- Sony XC-56 Progressive Scan Camera (Part No CMRAO000000016Q) Details: Other accessories (see IRVision accessories section in OLCPL for details) such as Lens filter, LED lighting and Camera enclosures are recommended for Sony XC-56 camera to improve application reliability.	
1	- Camera Mount and Isolation Adaptor (Part No CMRAO000000004O)	
1	- Fujinon #HF12.5HA-1B 12.5mm Lens w/ Lock (Part No VE-0442-007)	
1	- Camera Cable 14M WP A Cabinet. Requires J3 or Conversion Cable (Part No A05B-2601-J046)	

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		Details: Camera Connection Cable 14m, connects to robot base or a conversion cable. This cable does not plug directly into the camera.	
	1	Additional Sony Cameras (Part No iRVision-0020)	
	1	CAMERA MULTIPLEXER WIDE MINI S (Part No A05B-2600-J140) Details: If utilizing this multiplexor you will not be able to use any Wide Mini ARC Link boards or DeviceNet boards. Please use Mini Slot boards when using Wide Mini Mux.	
	1	- Sony XC-56 Progressive Scan Camera (Part No CMRA0000000160)	
	1	- Camera Mount & Isolation Adaptor (Part No CMRA0000000040) Details: For Sony XC-56 & Kowa cameras (Sony VCT3331)	
	1	- Fujion #HF12.5HA-1B 12.5mm Lens w/ Lock (Part No VE-0442-007)	
	1	Camera Conversion Cable WO/LED (Part No A05B-1408-K421) Details: Fixed Mounted Camera Conversion Cable Without LED connector. Purchase this adapter when a "fixed" mounted camera is required for the application.	
	1	- Camera Cable 14M WP A Cabinet. Requires J3 or Conversion Cable (Part No A05B-2601-J046) Details: Camera Connection Cable 14m, connects to robot base or a conversion cable. This cable does not plug directly into the camera.	
		Ship options with robot (to be installed by integrator/customer)	
		Delivery : ASAP : Please advise regarding shipping date	
		Please review and acknowledge order as accepted or alert regarding omissions or errors	
	TERMS	Net 150	

BuyerAdil Shafi
President**ADVENOVATION Inc.**
Advancing Innovationwww.advenovation.com
adil@advenovation.com
<http://www.linkedin.com/in/adilshafi>**Mobile Telephone**
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Rochester Hills, MI 48309 USA

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SalesInvoice

Page 1 of 1

FANUC

FANUC America Corporation
3900 W HAMLIN ROAD
ROCHESTER HILLS MI 48309-3253

Remit To: (248)377-7000

16272 COLLECTION CENTER
DRIVE
CHICAGO, IL 60693

Invoice No 454356RSO099227
Date 8/1/2013
Customer 099227
Shipper No 368343
Project No 572434
Fanuc Order No 572434
Original RSO

ADVENOVATION INC*
ATTN: ADIL SHAFI
7517 RADCLIFFE
BRIGHTON MI 48114
adil@advenovation.com

Ship ADVENOVATION INC
To: 3939 Hamlin Road
ROCHESTER HILLS, MI 48309

Customer PO 2013_May_01_FANUC_jpg_Columbia
Our Supplier No

Ord Qty	Unit	Deliver Qty	Item	Country	Customer Part	Unit Price	Amount
---------	------	-------------	------	---------	---------------	------------	--------

ADVENOVATION CONTACT INFORMATION:

ADIL SHAFI @ 734.516.6761
Brian Parkham : (989) 657 2335
Laurie Boccia : (248) 462 9392

1	ea	1	CE-572434-0001 M-410IB/160 Four Axis Integrated A-Cab R-30IB INCLUDING R30IB HANDLING TOOL v8.10 RTL-R809 MOTION PACKAGE INCLUDES - RTL-R806 - RTL-R805 - RTL-R663 - RTL-R534 - RTL-R583 - RTL-R792 RTL-R685 IRVISION 2D GUIDANCE			76,242.00	76,242.00
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Total						PLEASE PAY THIS AMOUNT USD	76,242.00
Fanuc Rep	2546	Mayer, Jonathan M		Due Date :		12/29/2013	
Terms of Payment	013	Net 150 Days					
Terms of Delivery	2546	FREIGHT COLLECT EX. WORKS					
Ship via	006	Best way / Mode					

FANUC Robotics Standard Terms and Conditions of Sale shall apply to the goods and services provided by FANUC Robotics unless otherwise agreed to in writing signed by an authorized representative of FANUC Robotics.***These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to US law prohibited. FANUC Robotics prohibits these commodities, technology or software from being used for the development, production, use or stockpiling of weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons, or missiles). Furthermore, re-export to another country may be subject to the license of the country from where the product is re-exported. *** Should your purchase include Software products, comply with all obligations respecting these Software products, including those set out in the FANUC Robotics License Agreement delivered with the Software products and those that exist under US and Canadian copyright laws.***All parts designated *OBS,*RPL,*SMI and/or *SPO are final and no refunds, cancellations and/or returns will be accepted.*** FANUC Robotics takes pride in its packing and shipping quality. If you have any issues with the order, call 1-800-477-6268 to make a claim. Spare parts are subject to a 20% restocking fee per returned part.

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Exhibit 4

AFFIDAVIT OF BALANCE

The undersigned, being first duly sworn, states that:

1. I am the TREASURER of FANUC America Corporation and am authorized to make this affidavit on its behalf.
2. I make this affidavit based upon a review of FANUC America Corporation's books and records. That FANUC America Corporation maintains records pertaining to its customer's accounts including, but not limited to: the opening of new accounts, orders for goods made by customers, deliveries to customers, invoices sent to customers, and the amount and timeliness of payments made on accounts.
3. That these records are made at or near the time by, or from information transmitted by, a person with knowledge.
4. These records are kept in the normal course of FANUC America Corporation's business activity and it is FANUC America Corporation's regular practice to make such records.
5. If sworn as a witness, I can testify competently to the facts stated within this affidavit.
6. The creditor's full name is FANUC America Corporation and it operates as a Corporation in the State of Michigan.
7. The debtor, ADVENOVATION, INC. is justly indebted to FANUC America Corporation for \$76,242.00, plus interest, incidental damages, court costs and reasonable attorney fees, over and above all legal setoffs and counterclaims.
8. These charges originate from the sale of goods to ADVENOVATION, INC. and its failure to pay for the same.

Dated: 4-15-14

/s/ William M. Owens
 Printed Name: WILLIAM M. OWENS
 Title: TREASURER
 FANUC America Corporation

STATE OF MICHIGAN)
OAKLAND COUNTY)

Signed and sworn to before me in OAKLAND County, MICHIGAN on
APRIL 15, 2014.

/s/ Geraldyn M. Konon
 Notary public, State of _____, County of _____

 GERALDYN M. KONON
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF MACOMB

My commission expires _____
 MY COMMISSION EXPIRES May 8, 2017
 ACTING IN COUNTY OF OAKLAND